



**REQUEST FOR TENDER**

**For**

**Group Mediclaim Insurance Policy having period 01.07.2025 TO 30.06.2026**

**RFT Reference Number:**

**Ref: ECGC/Tender-12/HRD/1021/03/2025-26**

**Dated: 11.06.2025**

**ECGC LIMITED**

**ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road, Andheri (East),  
Mumbai-400069**

## Table of Contents

<b>Section – 1: Introduction .....</b>	<b>3</b>
<b>Section – 2: Disclaimer .....</b>	<b>5</b>
<b>Section-3:Instruction to Applicants.....</b>	<b>7</b>
<b>Section – 4: Annexures .....</b>	<b>14</b>

## **Section – 1**

### **1. Introduction**

#### **1.1 Invitation to Applicants**

By way of this Request for Tender ('**RFT**') Document (hereinafter also referred to as 'the Proposal Document' or 'the RFT Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites proposals from eligible IRDAI Licensed Life Insurance Companies operating in India, who provide Group Mediclaim Insurance Policy.

Applications are invited through Govt. e-Market Place (GeM) Portal. E-tender is the process by which document submission is carried out using the internet and associated technologies in a faster, more secure environment.

Registration can be done online by visiting: <https://gem.gov.in/>

Bid documents can be downloaded from GeM portal and Company's corporate website <https://www.ecgc.in/tenders-and-notice>. Interested applicants are requested to refer the eligibility criteria and other terms and conditions.

The Applicants are advised to study the RFT Document carefully. Submission of Proposals shall be deemed to have been done after careful study and examination of the RFT Document with full understanding of its terms, conditions, and implications.

The RFT Document, and any subsequent corrigendum/addendum, shall be published on the GeM portal and Company's website [www.ecgc.in](http://www.ecgc.in) only. Prospective Applicants are requested to visit the website regularly.

Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the proposal. The Company reserves the right to change the dates mentioned in this RFT Document at its sole discretion, which will be published on the website for information to the Bidders. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all SUBSEQUENT amendments, if any.

## 1.2 Schedule of events:

Sl. No.	Description	Details
1	Date of Publishing RFT on GeM portal	11.06.2025
2	EMD Amount	Not Applicable
3	Last date for submission of queries*/request for clarification from bidders through email  (No queries will be entertained on telephone or through any means other than e-mail).	13.06.2025
4	Date of Pre-bid Meeting	14th June 2025 11:00 Hrs (VC/ Physical Meeting will be held at ECGC Ltd Headoffice, Mumbai)
5	Last date for receipt of Bids	21.06.2025
6	Date and time of opening of Technical Bids	21.06.2025

### Contact Details:

1. Shri Lachhman Rohra (Senior Manager – HRD)
2. Shri Praveer Krishna (Executive Officer- HRD)

Telephone	022-66590772 022-66138415
All correspondence / queries relating to this RFT Document should be sent to following email ID only	<a href="mailto:Praveer.Krishna@ecgc.in">Praveer.Krishna@ecgc.in</a> <a href="mailto:Lachhman.Rohra@ecgc.in">Lachhman.Rohra@ecgc.in</a>

**Note: Time lines are subject to change at the sole discretion of ECGC Ltd**

## **Section - 2**

### **Disclaimer**

The information contained in this RFT Document or information provided subsequently to Applicant(s) in documentary form by or on behalf of ECGC, is provided to the Applicant(s) on the terms and conditions set out in this RFT Document and all other terms and conditions subject to which such information is provided, and the same shall be deemed to be a part of this RFT.

This RFT Document is neither an agreement nor an offer but is only an invitation by the Company to IRDA licensed Insurance Companies operating in India to receive proposals for Group Mediclaim Insurance Policy for Casual Workers of ECGC Ltd for the period 01.07.2025 to 30.06.2026. No contractual obligation whatsoever shall arise from the RFT process until a formal contract is signed and executed by duly authorized signatories of ECGC and the selected applicant.

The purpose of this RFT Document is to provide the Prospective Applicant(s) with information to assist the formulation of their proposals. This RFT Document does not claim to contain all the information that each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information of this RFT document and where necessary obtain independent advices/clarifications. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFT.

ECGC makes no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFT and any assessment, assumption, statement or information contained therein or deemed to form part of this RFT or arising in any way for participation in this RFT process by applicants.

The Applicant is presumed to have examined all instructions, forms, terms and specifications in this RFT alongwith eligibility conditions as on the date of submission of its Proposal. Failure to furnish all information required under this RFT or submission of a non-responsive Proposal in all respect will be at Applicant's risk and may result in rejection of the proposal.

ECGC reserves the right to reject any or all the proposals received in response to this RFT document or withdraw the RFT at any stage without assigning any reason whatsoever and without any liability owed to any party whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the Applicant in response to this RFT document will become the property of ECGC and will not be returned.

### **Section – 3**

#### **3. Instructions for Bidder(s)**

##### **3.1. General Instructions**

ECGC expects Proposals from only IRDAI licensed Life Insurers having a physical and operating office/branch office in Mumbai.

- 3.1.1** Bidder(s) shall submit their bid (comprising of “Eligibility/Technical” and “Financial” bid) online at GeM Portal. Bidders shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid documents, defined forms. Bidders need to click on final submission link to submit their encrypted bid.
- 3.1.2** Prospective Bidders who have not enrolled/registered in GeM portal should enroll/register before participating through the website [www.gem.gov.in](http://www.gem.gov.in)
- 3.1.3** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.
- 3.1.4** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.5** The Bidder should commit to provide the desired cover to ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions.
- 3.1.6** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of cover.
- 3.1.7** Proposals not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.8** ECGC reserves the right to verify the validity and authenticity of Proposal information and reject any proposal, where the contents/information are found incorrect/misrepresented whether partially or fully, at any time during the process of RFT or even after the award of the contract.
- 3.1.9** The Proposals once submitted cannot be modified or altered.

**3.1.10** The Applicant shall bear all costs associated with the preparation and submission of its proposal, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

**3.1.11 Penalty for use of undue influence:** The Applicant undertakes that he has not given, offered, or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of ECGC Limited or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with ECGC Limited. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Applicant towards any officer/employee of ECGC Limited or to any other person in a position to influence any officer/employee of ECGC Limited for showing any favour in relation to this or any other contract, shall render the Applicant to such liability/ penalty as ECGC Limited may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer, if any.

**3.2. Scope of Cover:** ECGC shall purchase the Group Mediclaim Insurance Policy for the Casual Workers from the selected Bidder for a period of one year w.e.f 01.07.2025 to 30.06.2026.

The details of policy coverage obtained by ECGC Ltd. for the past 03 (Three) years are attached with this RFT as Annexure-1.

### **3.3. Queries**

The Applicant(s) having any doubt/ queries/ concerns with any clause of this RFT document or selection process shall, before submission of their proposals, raise their concern within the prescribed timelines specified in the “Schedule of Events” in the format annexed at **Annexure–2** only to the email id **praveer.krishna@ecgc.in** The Applicants are expected to use the opportunity to have all their queries answered. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the prescribed timeline.

A pre-Proposal meeting as per schedule given in the RFT document shall be held where applicants’ queries will be discussed.

The Applicants attending the pre-Proposal meeting shall compulsorily inform in advance about name, designation, contact number (Mobile and Landline) of participants through email.



### 3.4. Submission of Proposals

This will be a 02 packet Bid i.e. Technical Bid and Financial Bid. The Bidding process would be completed through GeM portal only. No other mode of Bid submission will be entertained.

**3.4.1.** Financial bids of only those bidders will be opened on GeM portal, who will attend the Pre-Bid meeting and those who qualify in the technical bid on GeM portal.

**3.4.2.** Premium quoted to be inclusive of TPA Charges/insurance brokerage if any, as per IRDAI regulations.

**3.4.3. On Line submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in> the following manner: -

- **Technical Bid: Scanned Copies to be uploaded (.pdf):** The technical information should be prepared very carefully and as indicated in the tender document, since it will form the basis for prequalification of bidder(s). Only relevant and to the point information /document should be uploaded. Failure to provide any required information, and accompanied documents supporting the eligibility criteria (as set out in Annexure-3) may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing on it. Following duly filled annexures shall be uploaded as part of Technical Bid:

- Annexure – 3: Bidders' profile and Eligibility and applicable supporting documents as documentary evidence of eligibility;
- Annexure – 4: Acknowledgement;
- Annexure – 5 & 6: Declaration;

Submission of financial quotation along with technical documents will be summarily rejected without further consideration.

- **Financial Bid (.pdf):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid. Following duly filled annexures shall be uploaded as part of Financial Bid:

- Annexure – 7: Financial Bid;
- Annexure – 8: Bank Details.

- 3.4.4.** Non-submission of any of the specified documents by the bidder would result in rejection of bid. ECGC reserves the right to ask for additional/ alternate documents from the bidder. Only the bidders meeting the eligibility criteria will be taken forward to the next stage of Bidding process.
- 3.4.5.** The Bidder, for the purpose of making the Bid, shall complete the respective forms as annexed to the RFT document in all respects. No questions or items in the documents shall be left blank or unanswered. In case the bidder has no details or answers to be provided, a 'No' or 'Nil' or 'Not Applicable' or 'N.A.' statement shall have to be mentioned as appropriate. Bids documents with blank columns or unsigned forms will be summarily rejected.
- 3.4.6.** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. The Bidder shall affix its initials on each page of the Bid document.

**3.5. Bid Prices:**

- 3.5.1.** All Prices are to be quoted in Indian Rupees only.
- 3.5.2.** Prices quoted should be exclusive of all Central / State Government levies, taxes (including GST) and inclusive of all out-of-pocket expenses of the bidder.
- 3.5.3.** Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract if selected and shall not be subject to variation on any account, including exchange rate fluctuations excluding Taxes/ duties/ levies/ cess, etc. which are subject to changes as per provisions of Central/State Government. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

**3.6. Validity of Bids:**

- 3.6.1.** ECGC shall endeavour to complete the entire RFT process leading to engagement of the selected Bidder insurance company and commencement of operation by the selected Bidder in the shortest possible time. However, the bids offered by the bidders shall remain valid for a period of 90 days from the date of submission of bid and no change will be permitted during its validity. Only the bids found to be responsive will be evaluated. The evaluation will be on

two-parts The first would be evaluation towards fulfilment of eligibility criteria. Second would be financial evaluation.

**3.6.2.** In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFTs or any debarment.

**3.6.3.** It is clarified that GeM portal is used only as a platform for tendering. All the terms and conditions contained in this tender shall be applicable during the whole tender process.

### **3.7. Evaluation of proposals**

**3.7.1.** The Company will examine the Bids pre-liminary to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, whether the bid is responsive, i.e., conforms to all the terms and conditions of the RFT Document and that the Bids are generally in order. Non-responsive bids will be rejected summarily and the same may not be made responsive by correction of the non-conformity.

**3.7.2.** Only the bids found to be responsive will be evaluated. The evaluation will be on two-parts The first would be evaluation towards fulfilment of eligibility criteria. Second would be financial evaluation.

**3.7.3.** During evaluation and comparison of Bids, the Company may, at its discretion ask the Bidders for clarification of their bid or to provide additional documents. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained. The bidders are expected to respond/provide the information/clarification within stipulated time. Failure to do so may lead to disqualification of the bidder.

**3.7.4.** The results of technical evaluation will be uploaded on GeM portal. In case there are technically disqualified bidders, reasons for disqualification will be uploaded and Price Bids shall be opened.

#### **3.7.5. Evaluation of Price Bids and Finalization**

i. The Bidder(s) who are found eligible in the evaluation of eligibility bid shall be deemed eligible for further evaluation and financial bids for only these Bidder(s) shall be opened.

ii. The Financial evaluation would be based on L1 Criteria i.e. the bidder with the least financial quote shall be eligible for award of contract.

**3.7.6.** Company may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.

**3.7.7. Contacting the Company**

- i. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Financial Bid to the time the Contract is finalized and awarded.
- ii. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFTs / contracts / business with ECGC.

**3.8. Award of Contract**

**3.8.1.** The Bidder who is selected as per the above evaluation process shall be awarded the Contract. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The decision of ECGC shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process.

**3.8.2.** The successful Bidder will be required to give signed confirmation of their acceptance of the General Terms and Conditions mentioned in Annexure 11 which will automatically be considered as part of the Contract concluded with the successful Bidder. Failure to do so may be deemed as refusal of the Offer.

**3.8.3.** The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter alongwith terms and Conditions document as mentioned in 3.8.2 above within seven working days of receipt of the communication. If the selected bidder fails to enter into contract due to whatsoever reasons, ECGC will offer the Contract to the next qualified bidder.

**3.8.4. ADHERENCE TO STANDARDS/ COMPLIANCE WITH LAWS**

The selected Bidder shall adhere and comply with all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and government authorities of India. The selected Bidder shall also adhere to the professional standards as may be prescribed by the ICSI from time to time.

#### **3.8.5. TERMINATION:**

The Contract of Insurance may be terminated, in case it is found at a later stage that the insurer does not comply with the terms and conditions of this RFT including continued eligibility requirements.

## **Section – 4**

### **ANNEXURES**

#### **ANNEXURE-1**

<b>S.No</b>	<b>Basic Details</b>	<b>Particulars</b>
<b>1</b>	Expiring Insurance Policy from Company	Niva Bupa Health Insurance Company
<b>2</b>	Total no of lives	199(Casual workers 47 + Dependents 152)
<b>3</b>	Family Structure	Employee, Spouse, Dependent Parents and Children (maximum 2 dependent children allowed)
<b>4</b>	Impatient Care- Sum Insured	Rs. 10 Lakhs per family
<b>5</b>	Total Sum Assured	Rs. 4.70 Cr
<b>6</b>	Listed Day Care Treatment	Covered up to Sum Insured
<b>7</b>	Room rent/day & ICU/day	Normal: Rs. 5000
		ICU: Rs. 10000
<b>8</b>	Pre-Hospitalization Medical Expenses	Covered upto sum insured for 30 days
<b>9</b>	Pre-Hospitalization Medical Expenses	Covered upto sum insured for 60 days
<b>10</b>	Emergency Ambulance	Rs. 1000 per hospitalization
<b>11</b>	Maternity Expenses	Normal: Rs. 50000
		C- Section: Rs. 50000
<b>12</b>	OPD Coverage	Covered up to INR 7000 per family for diagnostic and consultation purpose only
<b>13</b>	New Joinee's	All New Officers / employees to be covered from the date of joining as per their appointment letter. For additions /deletions during policy period, premium to be charged /refunded on pro rata basis against the cash deposit account with the respective Insurance company adequately maintained by the Company
<b>14</b>	<b>Waiting Period</b>	
	Pre-Existing Disease (PED)	Waived Off

	2 yr exclusions (Disease Specific Exclusions)	Waived Off		
	Initial Waiting Period	Waived Off		
15	TPA selection			
	The Company will select the TPA in consultation with the selected Insurance company. However, the decision of the Company in this case will be final and binding on the Insurance company.			
	GMC	Existing FY 2024-25	FY 2023-24	FY 2022-23
1	Number of Casual Workers	49	51	51
2	Lives covered	210	220	220
3	Sum Assured per family (In Rs)	1000000.00	1000000.00	1000000.00
4	Total Sum Assured (In Rs)	4.90 Cr	5.10 Cr	5.10 Cr
5	Premium (In Rs)	Rs.32,35,111	Rs. 28,68,237	Rs. 34,34,428
6	Add: GST 18% (In Rs)	Rs.5,82,320	Rs. 51,628	Rs. 6,18,197.04
7	Final Premium Incl. GST (In Rs)	Rs.38,17,431	Rs.33,84,520	Rs. 40,52,625.04
8	Cost per family (In Rs)	Rs.77,906.75	Rs. 66,363.14	Rs. 79,463.24
9	Cost per life (In Rs)	Rs. 18,178.24	Rs. 15,384.18	Rs. 18,421.02
10	Claim Experience (%)	82%	97%	64%

**Annexure – 2**  
**Queries Format**

<b>Sr No</b>	<b>Applicant Name</b>	<b>Page No. (RFT Ref)</b>	<b>Clause (RFT Ref)</b>	<b>Description in the RFT (RFT Ref)</b>	<b>Query</b>
<b>1</b>					
<b>2</b>					

Note: The queries may be communicated only through the e-mail id provided, Responses of queries will be uploaded on ECGC website or emailed to concerned applicant. No queries will be accepted through telephone/ mobile or through any means other than in writing via e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.



### ANNEXURE-3

(Evaluation criteria for Technical Proposals Process)

S. No	Particular	Score		Documents to be furnished
1	<b>Number of years since license given by IRDA as on March 31, 2025</b>	<b>Min Score</b>	<b>Max Score</b>	Copy of the IRDAI license
	1 to 3 Years	5	20	
	Above 3 and up to 7 years	10		
	Above 7 and up to 10 years	15		
	Above 10 Years	20		
2	<b>Number of empaneled hospitals for cashless facility in India</b>			#Self-Declaration on company letterhead by authorized personnel
	Up to 500	5	20	
	More than 500 but less or equal to 600	10		
	More than 600 but less or equal to 700	15		
	Above 700	20		
3	<b>Number of Group Mediclaim Policy issued where Premium paid is more than 50 Lakhs in each of the last Three FY years.</b>			#Self-Declaration on company letterhead by authorized personnel
	1 to 10 Policies	5	20	
	More than 10 policies and up to 15 Policies	10		
	More than 15 policies and up to 20 Policies	15		
	More than 20 Policies	20		

S. No	Particular	Score		Documents to be furnished
4	<b>Number of Group Medclaim Policy being serviced where Total lives covered are 500 lives or more in each of the last last Three FY years.</b>		20	#Self-Declaration on company letterhead by authorized personnel
	1 to 10 Policies	5		
	More than 10 policies and up to 20 Policies	10		
	More than 20 policies and up to 30 Policies	15		
	More than 30 policies	20		
5	<b>% Of repudiated claims out of total intimated claims under health policies during the financial year 2024-25</b>		20	#Self-Declaration on company letterhead by authorized personnel.
	Greater than 5%	5		
	Greater than 3% up to 5 %	10		
	Greater than 2% up to 3 %	15		
	Up to 2 %	20		

- Only the Applicants who qualify all above parameters of the eligibility criteria shall be considered for technical evaluation. The minimum score for Commercial Bid evaluation is 50.
- If the applicant fails to submit any of the required documents for a specified criterion, the score for that criterion will be recorded as zero.
- #Bidders are required to submit single self-declaration on company's letterhead, signed by authorized personnel. Documents are to be uploaded on the GeM portal.

Date \_\_\_\_\_ Authorised Signatory Name \_\_\_\_\_

Place \_\_\_\_\_ Designation \_\_\_\_\_

\_\_\_\_\_ Bidder's Seal

## **Annexure – 4**

### **Acknowledgement**

**(To be submitted on the Applicant's letter head)**

Date:

To,

The AGM(HRD)

ECGC Limited, 4<sup>th</sup> Floor, ECGC Bhawan,

CTS No. 393, 393/1 to 45,

M.V. Road, Andheri (East),

Mumbai-400069

Dear Sir/Madam,

**Subject: Response to the Request for Proposal for Group Mediclaim Insurance Policy for Casual Workers for the term from 01.07.2025 to 30.06.2026**

1. Having examined the RFT Document including Annexures, the receipt of which is hereby duly acknowledged, I/we, the undersigned offer to provide the services in accordance with the scope of cover as stated in the RFT Document within the cost/price quoted by us in the Bid.
2. If our Proposal is accepted, we undertake to abide by all terms and conditions of this RFT document.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this Proposal if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process or complete information as necessitated is not provided or for any other reason as it deems fit. ECGC's decision shall be final and binding on us.

4. We agree that ECGC reserves the right to amend, rescind or reissue this RFT Document and all amendments any time during the RFT process.
5. We agree that we have no objection with any of the clauses, terms and conditions and bidding process as provided in this RFT Document.

.....

Signature of the authorized Signatory of Bidder

(Bidder's Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

## **Annexure – 5**

### **DECLARATION/ UNDERTAKING**

(on letterhead of company)

I / We do hereby declare that there is no case pending with the Police / Court / IRDAI / SEBI/ Regulatory authorities against the proprietor / firm / partner / employee.

Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDAI / SEBI / Autonomous Body / Financial Institution / Court.

We certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFT.

RFT

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Signature of the Authorized Signatory of Applicant

Name:

Designation:

Contact no. (Mobile):

Email Id:

Bidder's Seal:

**Annexure – 6**

**DECLARATION**

**(To be submitted on the Applicant's letter head)**

To,  
AGM (HRD)  
ECGC Ltd.  
ECGC Bhawan, CTS No. 393, 393/1 to 45,  
MV Road, Andheri East,  
Mumbai-400069, Maharashtra.

Sr. No.	Particulars	To be filled by Applicant
1.	Name of the Insurance Company/Applicant	
2.	Type of Firm PSU/ Pvt. Ltd/Ltd or others	
4.	Complete Address for Correspondence	
5.	Email Address of Authorised Person	
7.	Number of Years Since License given by IRDAI as on 31.03.2025	
8.	Details of the Company Turnover (GWP) in 2022-23, 2023-2024 and 2024-2025	
11.	The applicant should have serviced Group Mediclaim Insurance Policies of PSU Banks /Large Private Banks / Large Financial Institutions.	
12.	PAN Card No.	
13.	GST No	
14.	MSME YES/NO	
18.	Overall Premium placed for FY 24-25 . (Rs. in crore)	

I/We confirm that to the best of our knowledge, this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

.....  
Signature of the authorized Signatory of Bidder

(Bidder's Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID:

### **Annexure – 7**

**Price/Financial Bid for providing Group Medclaim Insurance Policy for Casual Workers for the period from 01.07.2025 to 30.06.2026**

**We submit our Financial bid (premium) for the proposed assignment as under:**

<b>Sr. No.</b>	<b>Description</b>	<b>Total Fees in INR (In Figures)</b>
1.		

Total amount in words: Rupees\_\_\_\_\_only.

**Terms & Conditions:**

- a. Payment of premium shall be in Indian Rupees only.
- b. No extra payment will be admissible other than premium quoted by the selected bidder in the financial bid. The premium quoted should be inclusive of all charges (including brokerage, if any) and excluding GST.
- c. The quoted rate is valid for entire tenure of the ensuing contract. No escalation on payment for this contract will be admissible.

-----  
Signature of the Authorized Signatory of Bidder

Name:

Designation:

Contact no. (Mobile):

Email Id:

Bidder's Seal:



**Annexure – 8**  
**Bank Details of the Bidder**

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of the Bank	
<b>2</b>	Address of the Bank	
<b>3</b>	Bank Branch IFSC Code	
<b>4</b>	Bank Account Number	
<b>5</b>	Type of Account	

.....  
Signature of the authorized Signatory of Bidder  
(Seal)  
Name :  
Designation :  
Contact No (Mobile)  
Email Id

### **Annexure - 9 (Insurance Company Hospital Network)**

- Insurance company shall provide the details of existing hospital network for each External TPA enlisted,
- Insurer must have External TPA arrangement and should provide minimum 03 External TPA options in below format.

<b>S.N.</b>	<b>Name and address of TPA/In-house TPA</b>	<b>No. of hospitals in network for cashless hospitalization all over India as on 30.04.2025</b>
1		
2		
3		

Signature of the authorized Signatory of Bidder

(Name, Designation and Seal of the Company)

Date:

## **ANNEXURE-10**

### **Authorization letter format (for attending pre-bid meeting )**

(To be presented by the authorized person at the time of **pre-bid meeting** on the letter head of Applicant and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

To,  
AGM (HRD)  
ECGC Ltd.  
ECGC Bhawan, CTS No. 393, 393/1 to 45,  
MV Road, Andheri East,  
Mumbai-400069, Maharashtra.

Dear Sir / Madam,

SUB: RFT for Group Mediclaim Policy 2025-26.

Ref: Your RFT- HRD/INSURANCE COMPANY/01/2025-26 Dtd:

This has reference to your above RFT. Mr./Miss/Mrs. \_\_\_\_\_  
is hereby authorized to attend the Pre-Bid Meeting of the above RFT on \_\_\_\_\_ on  
behalf of our organization.

Sr	Name	Designation	Mobile No	Email ID for VC invite

The specimen signature is attested below:

\_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_ )

(Signature of Authorizing Authority)

Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person and shall not be placed inside the Proposal covers.**

Applicant's Seal

### **Annexure-11**

#### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Definitions:** In this RFT and ensuing contract, the following terms shall be interpreted as under:

- a) Company shall mean ECGC Ltd.
- b) Insurance Company shall mean the IRDAI Licensed Insurance Companies operating in India which has been declared as the successful Applicant and accepted the contract.
- c) Confidential Information means all the information of the Company which is disclosed to the Insurance Company whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

2. **COMPANY'S RESPONSIBILITIES:** The Company, on its part, shall be responsible for:

- a) Providing the necessary assistance including by way of providing the necessary equipment, media, supplies and such other facilities as required.

- b) Ensuring that all policies and procedures of the Insurance Company are complied with in the course of availing of the Services;
- c) Disclose all material facts
- d) Performing all other general acts as may be necessary to enable the Insurance Company to efficiently provide the Services.

**3. INSURANCE COMPANY'S RESPONSIBILITY:**

- a. Will to act in good faith, fair dealing and avoid unfair settlement practices.
- b. Respond to claims promptly and settle the claims
- c. Provide reasoned order in settling claims.

**4. GOVERNING LAWS AND DISPUTE RESOLUTION:** This agreement shall be governed by and construed in accordance with the laws of India. The courts at Mumbai shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute or differences whatsoever arising in respect of or relating to the RFT, the subsequent contract awarded or the terms and conditions of the Contract.

**5. Force Majeure:** Notwithstanding the provisions of Terms and Conditions of Contract, the Insurance Company shall not be liable for liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Insurance Company and not involving the Insurance Company's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of ECGC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Insurance Company shall promptly notify ECGC in writing of such condition and the cause thereof. Unless otherwise directed by ECGC in writing, the Insurance Company shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**6. Non- Disclosure:**

- a. The Company shall be deemed to be the owner of all Confidential Information.
- b. The Insurance Company will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.
- c. The Insurance Company shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Insurance Company shall not disclose any Confidential Information to any person except to its employees and consultants, on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement. In this regard, any agreement entered into between the Insurance Company and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Insurance Company shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.
- d. The Insurance Company shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use.
- e. The Insurance Company shall use only the best possible secure methodology to avoid confidentiality

breach, while handling data for the purpose of storage, processing, transit or analysis including sharing of information with the Company.

- f. Insurance Company acknowledges that any actual or threatened disclosure or use of the Confidential Information by Insurance Company would be a breach of this agreement and may cause immediate and irreparable harm to the Company or to its clients; Insurance Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by the Company / its clients may be impossible to calculate and compensate fully. Therefore, Insurance Company acknowledges that in the event of such a breach, the Company shall be entitled to specific performance by the Insurance Company of its obligations contained in this Agreement. In addition, Insurance Company shall compensate the Company for the loss or damages caused to it in actual and liquidated damages which may be demanded. Moreover, the Company shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of confidentiality by Insurance Company. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

## **7. INDEMNITY AND LIMITATION OF LIABILITY**

- a. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however not be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- b. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- c. Except for breach of Confidentiality under this agreement, each party's total liability for any damages, losses, costs, liabilities arising out of or in connection with this Agreement whether under contract, tort or otherwise shall not exceed an amount equivalent to the total premium paid by the Company to the Insurance Company under this Agreement.
- d. Service Provider servicing ECGC should comply with ECGC's Information Security policies in key concern areas relevant to the activity, the broad areas are:
  - i. Responsibilities for data and application privacy and confidentiality.
  - ii. Responsibilities on system and software access controls and administration.
  - iii. Custodial responsibilities for data, software, hardware and other assets of Company being managed by or assigned to Service Provider.
  - iv. Physical security of the Services / Equipment provided by the Service Provider.
  - v. Service Provider shall also be required to comply with statutory and regulatory requirements as imposed by various statutes, labour laws, local body rules, state and central Government Body statutes, and any other regulatory requirements applicable on the Service Provider, and shall produce the same for records of ECGC Limited and / or its Auditors and / or its regulator.

## **8. Limitation of Liability**

The aggregate liability of Applicant or ECGC in connection with this RFT, the services provided by Applicant for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any or all liability shall be the total Proposal amount.

#### **9. WARRANTY & WARRANTY DISCLAIMER**

The Insurance Company hereby warrants that it shall provide the Services in accordance with professional standard laid down by the IRDAI and applicable laws and that in the course thereof, it shall exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the Insurance field.

10. **Effective Date of the Contract:** The contract entered between ECGC Limited and the successful Insurance Company shall come into effect on the date of Policy.
11. **Penalty for use of undue influence:** The Insurance Company undertakes that he has not given, offered, or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of ECGC Limited or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with ECGC Limited. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Applicant towards any officer/employee of ECGC Limited or to any other person in a position to influence any officer/employee of ECGC Limited for showing any favour in relation to this or any other contract, shall render the Applicant to such liability/ penalty as ECGC Limited may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
12. **Termination of Contract:** ECGC Limited shall have the right to terminate this contract in part or in full in any of the following cases:
- (a) The insurance Company is declared bankrupt or becomes insolvent,
  - (b) It is found at a later stage that the insurance Company does not comply with the terms and conditions of the RFT including continued eligibility requirements,
  - (c) This Contract can be terminated by the Company if (i) in the event of the Insurance Company committing material breach of any of the terms of this Contract and such breach remains unremedied for a period of 30 (thirty) days from the date of notice to that effect issued by the Company in writing. With mutual agreement.

13. **Notices:** Any notice required or permitted under the RFT shall be written in the English language will be sent by email, addressed to the last known address of the party to whom it is sent.

**14. MISCELLANEOUS PROVISIONS**

- a. It is expressly agreed between the parties that the Contract, The Request for Proposal (RFT) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- b. During the term of this agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless prior written permission is obtained from the other party; provided however, that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.
- c. The relationship between Company and Insurance Company is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents
- d. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- e. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- f. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.
- g. This Agreement may be executed in counterparts, which together will constitute one instrument.

I / We hereby declare that I / We have read and understood the above instructions and abide to comply and be bound by the same.

Seal and Signature of the Insurance Company:

Date

Place:

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**INTEGRITY PACT**

Between

**Export Credit Guarantee Corporation (ECGC)** hereinafter referred to as “**The Principal**”,

and

..... hereinafter referred to as “**The Bidder/ Contractor**”

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... (work)

The principal is a Government Company formed under the Companies Act, 1956, performing its functions as an Insurance Company. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will enter into this pre-contract Agreement, with every Contractor/Sub – Contractor/Vendor/Agency/Supplier/Applicant with whom the Principal intends to enter into any contract above the threshold value of Rs. 50,00,00,000/- (Rupees Fifty Crores only), falling under the scope of the ‘ECGC Procurement Guidelines’ as amended from time to time and administrative instructions issued thereon.

The Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Provided that nothing mentioned herein shall apply to contracts of insurance, reinsurance, retrocession entered into as part of the Reinsurance business of the Principal or to agency and other service contracts in relation to the core activities of reinsurance and investment of the Principal.

Provided further that nothing mentioned herein shall apply to any branch, representative, or other offices of the Principal within India or outside India.

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## **Section 1 – Commitments of the Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)** which term shall include Vendor(s)/Agency(ies)/Sub-contractor (s) if any, etc.

The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s)/ Contractor (s) will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The “Guidelines on Indian Agents of Foreign Suppliers” is placed at page nos. 6-7.

The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.

The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. The “Guidelines on Banning of business dealings” is placed at Page nos. 8-15.

### **Section 4 – Compensation for Damages**

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If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Proposal Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Applicant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Applicants / Contractors / Subcontractors**

The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.

The Principal will disqualify from the tender process all Applicants who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive

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suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, ECGC Ltd.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of ECGC Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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7. If the Monitor has reported to the CMD, ECGC Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, ECGC Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Applicants 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of ECGC Ltd.

### **Section 10 – Other provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e., Mumbai.

Changes and supplements as well as termination notices need to be made in writing. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

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Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*